

**2006/2007 NEGOTIATIONS
STATE OF CALIFORNIA'S CONCEPTUAL PROPOSAL
TO
CALIFORNIA CORRECTIONAL PEACE OFFICERS ASSOCIATION (CCPOA)
Bargaining Unit 6**

**Package Offer
April 6, 2007**

The State of California (State) hereby amends its offer of March 22, 2007 by adding a 4-year option. This 4th-year option includes another year of general salary increases based upon the "\$666" formula, another year of increases for health benefits, and modifies the retirement formula for new employees hired on or after July 1, 2007.

Amendments have also been made to some of the 3-year options based upon CCPOA's verbal and written comments regarding the March 22, 2007 offer.

TERM OF MOU

- Effective upon ratification of the parties and expiration on June 30, 2010.

4-Year Option

- Effective upon ratification of the parties and expiration on June 30, 2011.

SALARY*

2006/2007

- No further salary increases beyond what was already provided by the January 18, 2007 arbitration decision.

2007/2008

The State proposes the continuation of the "\$666" total compensation formula. The negotiated language and details of the formula, however, must be transparent to ensure that the State and the Legislature have a clear understanding of future fiscal impact associated with a successor MOU.

- Effective July 1, 2007, all Unit 6 employees shall receive a general salary increase based on the formula.

2008/2009

- Effective July 1, 2008, all Unit 6 employees shall receive a general salary increase based on the formula.

2009-2010

- Effective July 1, 2009, all Unit 6 employees shall receive a general salary increase based on the formula and the formula shall expire in its entirety on July 2, 2009.

4-Year Option

2010/2011

- Effective July 1, 2010, all Unit 6 employees shall receive a general salary increase based on the formula and the formula shall expire in its entirety on July 2, 2010.

COMPENSATION ITEMS IN DISPUTE

CCPOA presently is seeking to arbitrate additional compensation issues. Specifically, CCPOA seeks a determination that the salary formula requires the State to pay CCPOA the same as the California Highway Patrol (CHP), Unit 5, with respect to pre and post shift activities, shift differential, uniform allowance, health benefits, and recruit bonus.

At this point, the fiscal impact of an arbitration decision on these matters is uncertain. To avoid such fiscal uncertainty and in an effort to secure a successor MOU, the State is prepared to address all of the disputed items in the successor MOU as detailed below rather than through arbitration.

The economic proposals contained herein contemplate (1) CCPOA's withdrawal of arbitration DPA No. 06-06-0399/CCPOA No. 19101 in its entirety or a withdrawal of all issues except pre and post shift activity compensation, as described in more detail below, and (2) CCPOA's agreement on all other terms identified in this April 6, 2007 amended Package Offer. In the absence of such a withdrawal (entire or all but pre and post shift activity compensation), the State will be forced to reevaluate the economics of this Package Offer, as the State is not in a position to offer the additional compensation in each of the areas identified below and simultaneously proceed with arbitrating some or all of those items as well.

Pre-Post Work Activities*

- Unit 6 already receives compensation of 2.5% for pre and post work activities. The CHP receives 3.5%. The difference between what the CHP and Unit 6 receives is 1%. The State will provide 1% to Unit 6 employees by adding 1% to the general salary increase (GSI) for fiscal year 2007/2008. (The 3-year option contemplates CCPOA's withdrawal of arbitration DPA No. 06-06-0399/CCPOA No. 19101 in its entirety).

4-Year Option

- In anticipation of CCPOA continuing to dispute the issue of pre and post work activity compensation, as a part of the 4th year option, CCPOA may continue to arbitrate the single issue of Pre and Post Work Activity Compensation of DPA No. 06-06-0399/CCPOA No. 19101. To the extent that an arbitrator awards compensation in excess of the 1% that the State is already proposing to pay in the previous bullet point, such additional compensation will be added to the general salary increase in fiscal year 2010/2011.

Shift Differential*

Increases in shift differential are consistent with the interpretation of the arbitrator's award dated November 18, 2006 and resolve the current shift differential dispute as identified in the pending arbitration of DPA No. 06-06-0399/CCPOA No. 19101.

- Effective July 1, 2007*, increase Night Shift differential from \$.50 to \$.75 per hour and Weekend Shift differential from \$.65 to \$.90 per hour.

- Effective July 1, 2008, increase Night Shift differential from \$.75 to \$1.00 per hour and Weekend Shift differential from \$.90 to \$1.25 per hour.

Uniform Allowance*

Increases in uniform allowance are consistent with the interpretation of the arbitrator's award dated November 18, 2006 and resolve the current uniform allowance dispute as identified in the pending arbitration of DPA No. 06-06-0399/CCPOA No. 19101.

- Effective July 1, 2007, increase the uniform allowance from \$530 to \$730 per year.
- Effective July 1, 2008, increase the uniform allowance from \$730 to \$880 per year.

Health Benefits*

Increases in health benefit contribution rates are consistent with the interpretation of the arbitrator's award dated November 18, 2006 and resolve the current health benefit dispute as identified in the pending arbitration of DPA No. 06-06-0399/CCPOA No. 19101.

- **2006/2007** - The State proposes to increase the health benefit contribution to the 2007 85/80 flat dollar equivalent. This increase would be effective the first pay period following ratification of the new MOU by the union membership and Legislative approval. There would be no retroactivity of the health benefit increase.
- **2007/2008** - Effective January 1, 2008, increase the health benefit contribution to the flat dollar equivalent of the 2008 85/80 rates.
- **2008/2009** - Effective January 1, 2009, increase the health benefit contribution to the flat dollar equivalent of the 2009 85/80 rates.
- **2009/2010** - Effective January 1, 2010, increase the health benefit contribution to the flat dollar equivalent of the 2010 85/80 rates.

4-Year Option

- **2010/2011** - Effective January 1, 2011, increase the health benefit contribution to the flat dollar equivalent of the 2011 85/80 rates.

New Recruit Bonus*

In recognition of the State's desire to fill vacant positions; the establishment of the New Recruit Bonus is consistent with and exceeds the interpretation of the arbitrator's award of November 18, 2006 and resolves the current recruit bonus dispute as identified in the pending arbitration of DPA No. 06-06-0399/CCPOA No. 19101.

- Create a new pilot program that provides \$2000 bonus payment(s) to current Unit 6 employees who recruit new Correctional Officers/Youth Correctional Officers who graduate from the CDCR academy.
- There is no cap on the number of recruit bonuses a Unit 6 employee can receive.

BUSINESS AND TRAVEL REIMBURSEMENT*

- Increase reimbursement to the same level as the Federal Standard Mileage Rate (FSMR).

RECRUITMENT INCENTIVE*

- Increase the amount of the recruitment incentive from \$175 per month to \$350 per month for San Quentin, Correctional Training Facility, and Salinas Valley State Prisons.

RETIREMENT (4th-year option only)

- Modify the retirement formula to be based upon the highest consecutive three years of State service for new employees hired on or after July 1, 2007.

The State hereby withdraws its previous proposal that contemplated a waiver of employee rights under the Ralph C. Dills Act and proposes the following which will balance the State's need to manage the prison system, while preserving all bargaining rights of Unit 6 and establishing an improved process for resolving employee grievances:

GRIEVANCE AND ARBITRATION PROCEDURE

- Modify language to simplify grievance and arbitration, which would include the creation of a singular process rather than the current system which is comprised of regular arbitration, 5-day arbitration, immediate arbitration, pre-scheduled arbitration, and mini-arbitration.
- Clarify arbitrator selection and authority, the kinds of grievances that are subject to arbitration, definitions, time limits and consequences of untimely responses, and the substance and scope of grievance descriptions. Address bifurcation of issues, timelines for the submission of briefs and decisions and agreement not to abuse process.
- Currently there are approximately 700+ pending arbitrations. Both parties need relief from this unmanageable backlog. It is imperative that the parties seek a prompt and efficient means of resolving the vast majority of these pending arbitrations.

ENTIRE AGREEMENT/IMPACT BARGAINING/MANAGEMENT RIGHTS

- Affirm existing language and emphasize that there is no obligation to negotiate or meet and confer on matters already bargained and covered in the successor MOU.
- Unzip all side agreements. Notwithstanding the unzipping of such agreements, the parties shall acknowledge their continuing mutual responsibility to abide by stipulations and orders resulting from court oversight in Madrid, Farrell, Coleman, and Plata. The parties shall further acknowledge that nothing in the successor MOU is intended to modify or avoid the parties' obligations pursuant to such stipulations and court orders. Establish that future agreements shall only be incorporated or become an addendum to the successor MOU upon written mutual agreement of both parties. Moreover, establish a process to ensure such agreements meet the requirements of SB 621. Any previous or future side agreements not mutually incorporated into the successor MOU shall constitute institutional operational guidelines.
- Establish clearly that entire agreement (zipper clause), obligation to bargain (impact bargaining), and management rights shall be applied pursuant to the written language of the successor MOU.

SICK LEAVE

- Establish that sick leave shall not be counted as time worked for purposes of overtime.
- Remove language preventing management from controlling sick leave abuse.
- In order to avoid having the State pay over three (3) times the amount for a single shift, limit permanent intermittent employee's ability to call in sick leave at the last minute.

UNION LEAVE TIME

- Establish an annual donation and use cap of 35,000 hours of release time bank.
- Permit Chapter Presidents to utilize the aforementioned 35,000 hour Release Time bank instead of official business/state release time.

POST & BID

- For Adult, exclude employees assigned to Security Squads, Medical Units, and Transportation from the determination of the State's 30%.
- Modify Division of Juvenile Justice language in light of the "Farrell" remedial plan and provide shift and regular day off assignments by seniority.
- Clarify CDCR's ability to re-assign temporarily employees to satisfy short term needs.

EMPLOYEE REQUESTED TRANSFERS

- In light of vacancy issues, modify language to address the problem of transfers among institutions and facilities.

CYA STAFFING/WARD POPULATION

- Modify language in light of the "Farrell" remedial plan.

JOINT APPRENTICESHIP TRAINING COMMITTEE (JAC)

- In response to CCPOA's expressed interest in a cooperative approach to training, the State proposes to establish a Joint Labor Management Apprenticeship Training Committee.

GENERAL CLEANUP

- Modify existing language to reflect the Department of Corrections and Rehabilitation reorganization.
- Delete inapplicable or duplicative language.

* All economic items are effective the first of the month after ratification of the union membership and approval of the Legislature in the 2007/2008 Legislative session, but no sooner than July 1, 2007, and is subject to agreement on actual contract language.